

## OPEN SOLICITATION PLAN

for

### Open Solicitation #1065459 - Veterinary Services for Police Canines

As required by Montgomery County Procurement Regulations, Code of Montgomery County (the "County") Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Police is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

#### Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the County Office of Procurement website.
- (2) Application Process – The Department of Police Contract Team will mail out the solicitation packet for this Open Solicitation to all providers who express an interest in applying to provide the services. The solicitation packet includes the following:
  - a) The Notice to Vendors that summarizes this Open Solicitation;
  - b) The Instructions to Vendors;
  - c) The pre- approved Form Contract including the Scope of Services; and
  - d) General Conditions of Contract Between County and Contractor and other attachments.

Applicants will be required to sign the Application Form (Attachment B) to the Pre-Approved Form Contract stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.

- (3) Criteria for accepting or rejecting applications – The Pre-Approved Form Contract contains the minimum qualifications for services upon which applicants will be accepted. Applications will be reviewed by Police staff for acceptance or rejection, based on the minimum qualifications.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The selected providers will be placed on the list of current contracts for the County's Veterinary Services for Police Canines and will be selected to provide services based on medical need and location of Contractor's Office.

- (4) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between the County and Contractor ("General Conditions"), without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered under a contract specifically for the services to be provided under the Contract(s) resulting from this Open Solicitation.
- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time.
- (7) Award of a contract under this Open Solicitation is subject to fiscal appropriations.
- (8) Changes to Forms – At the request of the Office of Procurement, the County may update the Open Solicitation Form contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation or to existing contracts:
  - General Conditions of Contract Between County & Contractor (PMMD-45);
  - Minority Business program & Offeror's Representation (PMMD-90);
  - Montgomery County MFD Report of Payments Received (PMMD-97);
  - Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
  - Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan. (PMMD -65); and
  - Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (PMMD-177).

## **OPEN SOLICITATION #1065459**

### **VETERINARY SERVICES FOR POLICE CANINES**

#### **NOTICE TO VENDORS**

Montgomery County, Maryland (the County), through its Department of Police, is seeking applications from qualified vendors with a degree in veterinary medicine and who must be licensed and authorized to practice veterinary medicine in the State of Maryland to provide routine and emergency veterinary services for the Police Canines.

The Montgomery County Police Department Canine Unit provides specialized assistance to County, State and local law enforcement agencies through the use of highly trained canines. These canines may be utilized for tracking suspects or lost persons, searching buildings, fields, and wooded areas, searching crime scenes for evidence, apprehending fleeing suspects, and to assist in incidents involving searches for explosives and narcotics. These dogs are at risk for injury as well as exposure to the elements and potentially harmful situations of various kinds and require veterinary services from highly qualified vets who are accustomed to treating and managing veterinary care for dogs of this type working under hazardous conditions. The County is seeking veterinarians who are also aware of the nature and temperament of these dogs and are experienced and qualified to handle them under stressful situations where the handler may not be present.

It is the intent of the County to enter into contracts with qualified and licensed veterinarians who will provide comprehensive vet services for the Montgomery County Police Department Canine Unit.

Montgomery County intends to enter into multiple contracts resulting from this solicitation.

Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the current rates effective July 1, 2016 as noted in Attachment AA – Fee Schedule Veterinary Services for Police Canines Open Solicitation #1065459.

Under no circumstances will the payment exceed the established rates.

Established rates may be changed at the County's discretion at the beginning of a fiscal year, however, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of rate changes will be posted prior to the start of the County's new fiscal year on July 1<sup>st</sup>. Rates will be posted to the following site:

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract of this Open Solicitation will be awarded a contract for services, however, this does not guarantee that any Contractor will receive a minimum amount of work, or any referrals from the County for provision of these services.

The services to be provided under a Contract resulting from this Open Solicitation are driven by geographical accessibility for handlers and the particular medical needs of the dogs.

All Contractors being awarded a contract must maintain the insurance limits set forth in the Form Contract at all times during the term of the Contract regardless of the amount of business received from the Contract.

## OPEN SOLICITATION #1065459

### VETERINARY SERVICES FOR POLICE CANINES

#### INSTRUCTIONS TO VENDORS

The County will enter into a contract with all applicants who meet the minimum qualifications as stated in Article III, Minimum Qualifications of the Pre-Approved Form Contract and are found to be a responsible organization. The County will execute the contract and return a copy to the applicant. The executed Pre-Approved Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the County's Pre-Approved Form Contract which includes the General Conditions of Contract Between County and Contractor and other Attachments, as written with no modification.

Questions related to the technical information in this Open Solicitation should be directed to Officer Mary Davis at 240-773-6500, or her designee.

Questions related to the application/contract process and insurance requirements may be directed to Patricia Ross, Procurement Manager, at 240-773-5234, or her designee.

I. Submission Documents - The following items must be submitted:

1. Form Contract and Contract Attachments-the form contract must be filled out correctly and submitted along with the Attachments. Please follow these steps:
  - A. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
  - B. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
  - C. Submit all the pages of the Form Contract (not just the signature page) along with the General Conditions of Contract Between County & Contractor, (Attachment A); and the following attachments which must be completed in their entirety or the application will be rejected;
  - D. Attachment B, Application Form
  - E. Attachment C, "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan" – Please submit your MFD plan or request a waiver.
  - F. Attachment D, "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor"
  - G. Attachment E, "Minority Business program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization.
2. A list of all veterinary services providers, (professionals and paraprofessionals) who will be providing services under the Contract resulting from this Open Solicitation. This list must name all persons handling or caring for Police Canines under the Contract and their qualifications and job descriptions. This includes but is not limited to veterinarians, vet techs and vet assistants.
3. The Contractor's veterinarian providers must possess a degree in veterinary medicine and must be licensed and authorized to practice veterinary medicine in the State of Maryland.
4. Location(s) of where services will be provided must meet all required applicable Federal, State, or local regulations and certifications. Appropriate documentation of compliance must be included with the application.
5. Certificate of Insurance that provides evidence of meeting the Mandatory Insurance Requirements set forth in Article VII of the Pre-Approved Form Contract. Contact your

- insurance broker to obtain the Certificate.
6. Location(s), phone numbers, and name of Contact Person where services will be provided.
7. Proof of Legal Name
- Articles of Incorporation, and Articles of Amendment (if applicable)
  - W-9 Form or copy of Social Security card if Sole Proprietorship.

II. Instructions:

As directed above in Section I., please complete, attach, and send all Submission Documents to:

Montgomery County, Maryland  
Department of Police- Procurement Manager  
Management and Budget Division, Procurement and Logistics Section  
100 Edison Park Drive, 3<sup>rd</sup> Floor  
Gaithersburg, Maryland 20878

If your application meets the minimum qualifications listed in the Pre-Approved Form Contract, the County will execute the contract and return a copy to you.

A copy of the County's General Conditions of Contract Between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County Pre-Approved Form Contract as written, and return it, with all attachments, to the County for execution by the Office of Procurement. The Police Department Contract Team will forward a copy of the executed contract to you.

Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the rates noted in Attachment AA – Fee Schedule- Veterinary Services for Police Canines Open Solicitation #1065459.

Under no circumstances will the payment exceed the established rates.

Established rates may be changed at the County's discretion at the beginning of a fiscal year, however, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of any rate changes will be posted prior to the start of the County's new fiscal year on July 1st. Rates will be posted to the following site:

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

No services may be provided until you receive notice from the County that the contract has been executed and receive an executed purchase order and request for services from the County.

The County makes no guarantee that any single contractor will receive referrals to provide services under a contract resulting from this Open Solicitation.

**OPEN SOLICITATION  
#1065459 – ATTACHMENT B**

**VETERINARY SERVICES FOR POLICE CANINES**

**APPLICATION FORM**

CONTRACTOR LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_@\_\_\_\_\_

NAME AND TITLE OF MAIN CONTACT PERSON: \_\_\_\_\_

I ACKNOWLEDGE RECEIVING, READING, UNDERSTANDING AND AGREEING TO PERFORM THE SERVICES AS  
DELINEATED IN THE SOLICITATION PACKAGE AND THE FORM CONTRACT, UNDERSTAND THE REQUIREMENTS  
OF THIS SOLICITATION AND ACCEPT THE FEE SCHEDULE FOR SERVICES.

THE ENTITY APPLYING FOR A CONTRACT UNDER THIS SOLICITATION HAS THE CAPACITY, STAFF,  
QUALIFICATIONS, LICENSING, FINANCIAL STABILITY AND EXPERIENCE TO PERFORM SERVICES AS REQUIRED.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING THIS APPLICATION FORM:

\_\_\_\_\_

## OPEN SOLICITATION #1065459

Form Contract # \_\_\_\_\_

### I. BACKGROUND/INTENT

The County's Department of Police (the "Department") requires qualified entities to provide routine and emergency veterinary services for the Department Canines. The Montgomery County Police Department Canine Unit provides specialized assistance to County, State and local law enforcement agencies through the use of highly trained canines. These canines may be utilized for tracking suspects or lost persons, searching buildings, fields, and wooded areas, searching crime scenes for evidence, apprehending fleeing suspects, and to assist in incidents involving searches for explosives and narcotics.

The County requires veterinary services for Police Canines for both emergency and routine care. It is the intent of the County through Open Solicitation # 1065459 to solicit proposals from qualified and authorized veterinarians who will provide comprehensive vet services for the Montgomery County Police Department Canine Unit. Montgomery County intends to make multiple selections under this Open Solicitation.

### II. SCOPE OF SERVICES

1. The Contractor must provide comprehensive annual physicals.
2. The Contractor must provide suitable on-site kenneling for canines which require hospitalization.
3. The Contractor must provide veterinary referrals when medically necessary.
4. The Contractor must be available for consultation outside of regular business hours for emergency vet services as well as be able to provide priority visits for nonscheduled acute medical care and follow up treatment.
5. The Contractor must provide a staff that has experience providing care for Police working canines.
6. The Contractor must provide monthly invoices for each canine for the services rendered.
7. The Contractor must provide only those services that are specified in Attachment AA – Fee Schedule Veterinary Services for Police Canines Open Solicitation #1065459 and for which the Contractor has received authorization from the County.
8. The Contractor must provide up-to-date medical records for each dog treated at no additional charge to the Officer/Handler of the Canine Unit upon request.
9. A copy of each provider's current license to practice issued by the State of Maryland must be provided at the time of application and copies of new or renewal licenses for vets providing services under this Contract must be provided on an on-going basis and upon request by the County.
10. The Contractor must provide updated lists of its veterinary services providers, including vet techs and assistants and licenses and/or certifications as changes occur or upon request by the County.

### III. MINIMUM QUALIFICATIONS

The Contractor must ensure that it meets the following minimum qualifications during all terms of this Contract:

1. The Contractor must have sufficient capacity of facilities and staff to meet the applicable standard of veterinary care for the services required as described in Open Solicitation # 1065459.
2. All veterinary providers working under the Contractor's business and providing services under this Contract must have a current license to practice veterinary medicine issued by the State of Maryland.
3. Facilities where services are provided must meet and comply with all required federal, State, or local regulations and have appropriate licenses posted as applicable to their location and to the services provided under this Contract.
4. The Contractor must accept the County established rates for services described in Open Solicitation # 1065459 and as set forth in the County's currently defined rates in Article IV, Compensation, Paragraph A of this Contract. No additional fees for services may be charged to the County aside from the fee schedule set forth in this Contract.

5. The Contractor must comply with the County's mandatory insurance requirements as set forth under Article VII of this Contract and must provide insurance certificate(s) evidencing the required insurance coverage which must remain in force without lapse during all terms of this Contract.

6. The Contractor must be in 'good standing' status as a registered business in the State of Maryland and must at all times maintain a 'good standing' status.

#### IV. COMPENSATION

- A. The County will compensate and the Contractor agrees to invoice the County for services provided under this Contract at the rates in Attachment AA – Fee Schedule Veterinary Services for Police Canines Open Solicitation #1065459, effective July 2016.

Under no circumstances will the payment exceed the established rates.

Established rates may be changed at the County's discretion at the beginning of a fiscal year, however, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of rate changes will be posted prior to the start of the County's new fiscal year on July 1<sup>st</sup>. Rates will be posted to the following site:

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

- B. No services will be performed or compensated under this Contract without the Contractor's receipt of a County purchase order for a specific period during which services will be performed and containing an maximum limit of compensation.

- C. The Contractor will invoice and be paid for no more than the specified payment schedule as identified in Paragraph A., above.

#### V. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. The Contractor must include, at a minimum, on each invoice, the Contractor's name, address, contract number, purchase order number, the Canine's name, the service provided, the date the service was provided, the cost for each service and the amount that is due. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, within 30 days, at the rates specified in Article IV, Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

#### VI. TERM

This Contract is effective upon signature by the County's Director, Office of Procurement, and is for a one-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional two-year terms. Renewals thereafter will be with the approval of the Director and the Contractor.

#### VII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract as Attachment A. Prior to the execution of the contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of

Maryland.

The following minimum insurance requirements supersede those outlined in Provision #21 of the General Conditions:

### **Mandatory Insurance Requirements**

A minimum limit of liability of **five hundred thousand dollars (\$500,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

### **Professional Liability**

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least **one million dollars (\$1,000,000)** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

### **Worker's Compensation/Employer's Liability**

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

***Bodily Injury by Accident - \$100,000 each accident***

***Bodily Injury by Disease - \$500,000 policy limits***

***Bodily Injury by Disease - \$100,000 each employee***

### **Additional Insured**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

### **Policy Cancellation**

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

### **Certificate Holder**

Montgomery County Police Department, Headquarters  
Procurement & Logistics Section / Patricia Ross  
100 Edison Park Drive, 3<sup>rd</sup> floor  
Gaithersburg, MD 20878

## **VIII. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference and made a part of this Contract. In the event of a conflict among the documents comprising this Contract, the documents will be interpreted in the following order of precedence:

1. This **Contract** document;
2. The **General Conditions** of Contract Between County And Contractor (**Attachment A**);
3. The Rate Schedule for Montgomery County effective July 1, 2016, (**Attachment AA**), which may be superseded in future fiscal years at the discretion of the County by rates established by the County and posted here: <http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>
4. The Open Solicitation **Application Form (Attachment B)**;
5. Minority, Female Disabled (**MFD**) Person Subcontractor Performance Plan (**Attachment C**);
6. **Wage Requirements** for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (**Attachment D**); and
7. "Minority Business program & Offeror's Representation" (**Attachment E**).

[SIGNATURE PAGE FOLLOWS]



## SIGNATURE PAGE

OPEN SOLICITATION #1065459

Form Contract # \_\_\_\_\_

This Contract, which incorporates by reference: the Instructions to Vendors, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachment A and Attachment B, the completed Application Form, Attachments C, D and E, copies of which have been provided to the Contractor, is entered into this day of \_\_\_\_\_, by and between (the "Contractor") and Montgomery County, Maryland (the "County"). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any or extensions of this Contract are subject to the appropriation of funds.

### Part A: Contractor's Offer to Provide Services

(Prospective Contractor Must Complete this section)

By: \_\_\_\_\_  
Contracting Corporation, Partnership, Limited Liability  
Company or Proprietorship

Entity Name (printed or typed)

\_\_\_\_\_

Signature: \* \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Part B: County Acceptance

By: \_\_\_\_\_  
Cherri Branson, Director  
Office of Procurement

Date: \_\_\_\_\_

### RECOMMENDED BY:

By: \_\_\_\_\_  
Luther Reynolds, Assistant Chief  
Department of Police

**\*Must be signed by corporate officer or person legally authorized to bind organization to a contract.**

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS CONTRACT AS TO FORM AND LEGALITY.

Attachment AA – Fee Schedule  
Veterinary Services for Police Canines Open Solicitation #1065459

Rates effective July 1, 2016

Charges for the following services may not exceed the following amounts listed.

Office Visit	Regular	\$75.00
	Emergency	\$115.00
	Follow-up	\$50.00
X-Rays	Two view	\$160.00
	Single view	\$90.00
	Addl. Views	\$90.00
Exams	CBC Profile	\$76.00
	Fecal Exam	\$34.00
	Heartworm	\$58.00
Anesthetic	Intravenous	\$95.00
	General	\$55.00/per each 10 minutes
Surgery	Minor	\$175.00 to \$775.00
	Exploratory	\$500.00 to \$2,000.00
	Operating Room	\$15/per minute
Hospitalization per day	basic	\$45.00
	sick	\$95.00 to \$190.00
Shots	Rabies - 1 to 3 year	\$30.00
	DHP-P - 1 to 3 year	\$40.00
	Lyme	\$50.00
	Bordetella	\$35.00
	K-9 Influenza	\$36.00
Injections	Intravenous	\$45.00
	IM or SQ	\$45.00
	Steroid	\$35.00
Bloodwork	Regular	\$160.00
	Senior profile	\$250.00
Annual Dental Cleaning	Mild	\$345.00 to \$575.00
	Moderate	\$410.00 to \$1,015.00
Titre for Immunity		\$190.00
Heartgard	6 month supply	\$165.00
Bravecto	1 year supply	\$245.00

## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &amp; CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;

- (8) approve or reject invoices for payment;
  - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

**14. HAZARDOUS AND TOXIC SUBSTANCES**

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

**16. IMMIGRATION REFORM AND CONTROL ACT**

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

**17. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

**18. INDEMNIFICATION**

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

**19. INDEPENDENT CONTRACTOR**

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

**20. INSPECTIONS**

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

**21. INSURANCE**

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS  
(See Paragraph #21 under the General Conditions of Contract  
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	

# Attachment A: General Terms and Conditions

Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850 4166

\*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

TABLE B. INSURANCE REQUIREMENTS  
 (See Paragraph #21 under the General Conditions of Contract  
 between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder  
 Montgomery County Maryland (Contract #)  
 Office of Procurement  
 255 Rockville Pike, Suite 180  
 Rockville, Maryland 20850 4166

**(Remainder of Page Intentionally Left Blank)**

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**24. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**25. PAYMENT AUTHORITY**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**26. P-CARD OR SUA PAYMENT METHODS**

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

**27. PERSONAL PROPERTY**

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

**28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES**

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

**29. TERMINATION FOR DEFAULT**

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.



30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

**OPEN SOLICITATION  
#1065459 – ATTACHMENT B**

**VETERINARY SERVICES FOR POLICE CANINES**

**APPLICATION FORM**

CONTRACTOR LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ @ \_\_\_\_\_

NAME AND TITLE OF MAIN CONTACT PERSON: \_\_\_\_\_

I ACKNOWLEDGE RECEIVING, READING, UNDERSTANDING AND AGREEING TO PERFORM THE SERVICES AS  
DELINEATED IN THE SOLICITATION PACKAGE AND THE FORM CONTRACT, UNDERSTAND THE REQUIREMENTS OF THIS  
SOLICITATION AND ACCEPT THE FEE SCHEDULE FOR SERVICES.

THE ENTITY APPLYING FOR A CONTRACT UNDER THIS SOLICITATION HAS THE CAPACITY, STAFF, QUALIFICATIONS,  
LICENSING, FINANCIAL STABILITY AND EXPERIENCE TO PERFORM SERVICES AS REQUIRED.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING THIS APPLICATION FORM:

\_\_\_\_\_

**MONTGOMERY COUNTY, MARYLAND**  
**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR**  
**PERFORMANCE PLAN**

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

2. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type: \_\_\_\_\_

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

\_\_\_\_\_

3. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type: \_\_\_\_\_

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

\_\_\_\_\_

4. Certified By: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type: \_\_\_\_\_

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

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E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

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F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

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G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR’S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Cherri Branson, Director, Office of Procurement

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

**Requirements for Services Contract**  
**Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor’s or subcontractor’s violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may by civil action against the violating Contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14<sup>th</sup> day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov).



**Wage Requirements Law Certification**  
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", must comply with the requirements under Montgomery County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or "WRL"). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor's compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee's name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>. The above must be submitted to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov)),

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an

agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

**B. Exemption Status (if applicable)**

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) **(must complete item C below)**.
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) **(must specify the law, or furnish a copy of the contract or grant)**.

☐ **C. Nonprofit Wage & Health Information**

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

☐ **D. Nonprofit's Comparison Price(s) (if desired)**

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the Solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, and must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ **E. Sole Proprietorship**

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employee other than the sole proprietor; and
- (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

**Contractor Certification**

**CONTRACTOR SIGNATURE:** Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adhere to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

## 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of each employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category. This information is collected for statistical reporting purposes only.

[illegible]

\* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.